



CITY OF HOUSTON
FINANCE DEPARTMENT
Strategic Procurement Division

Sylvester Turner

Mayor

John J. Gillespie
Chief Procurement Officer
P.O. Box 1562
Houston, Texas 77251-1562

T. 832.393.9127
F. 832.393.8755
<https://purchasing.houstontx.gov>

May 9, 2016

SUBJECT: Letter of Clarification No. 4
Disaster Recovery

REFERENCE: RFP No.: S75-T25785

TO: (Revised) All Prospective Respondents

This Letter of Clarification is issued for the following reasons:

1. To change the solicitation number and replace page 1 in its entirety with attached.

Solicitation No.: S67-T25785 to S75-T25785.
2. To delete page 25 in RFP No.: S75-T2578 and replace it with Revised page 25 - EXHIBIT II ATTACHMENT "C" CERTIFIED MWBE SUBCONTRACT TERMS.
3. To delete PART IX – REQUIRED FORMS TO BE SUBMITTED BY AWARDED VENDOR ONLY, Section D (Hire Houston First) and replace page 16 in its entirety with the attached.

When issued, Letter(s) of Clarification shall automatically become a part of the solicitation documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. All revisions, responses, and answers incorporated into the Letter(s) of Clarification are collaboratively from both the Strategic Procurement Division and the applicable City Department(s). It is the responsibility of the respondent to ensure that it has obtained all such letter(s). By submitting a proposal on this project, respondents shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into their proposals.

If you have any questions or if further clarification is needed regarding this solicitation, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "H. Lowery Jr.", is written over a horizontal line.

Henry Lowery Jr.
Senior Procurement Specialist
Strategic Purchasing Division
832-393-9131

END OF LETTER OF CLARIFICATION 4

Council Members: Brenda Stardig Jerry Davis Ellen R. Cohen Dwight A. Boykins Dave Martin Steve Le Greg Travis Karla Cisneros Robert Gallegos
Mike H. Laster Larry V. Green Mike Knox David W. Robinson Michael Kubosh Amanda Edwards Jack Christie

Controller: Chris Brown

CITY OF HOUSTON
REQUEST FOR PROPOSAL (RFP)
DISASTER RECOVERY
SOLICITATION NO.: S67-T25785 S75-T25785

Date Issued: April 22, 2016

Pre-Proposal Conference: April 28, 2016 @ 10:00 AM
Strategic Procurement Division
900 Bagby, Conference Room 1
Houston, TX 77002

**Pre-Proposal Questions
Deadline:** May 4, 2016 @ 2:00 PM

Solicitation Due Date: May 12, 2016 @ 2:00 P.M., CST

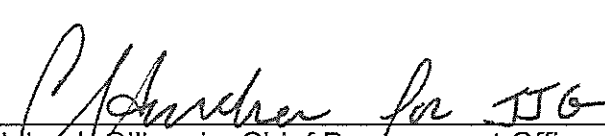
Solicitation Contact Person: Henry Lowery
henry.lowery@houstontx.gov
(832) 393-9131

Project Summary: The City of Houston is seeking proposers to provide Disaster Recovery and Consulting Services in accordance with Federal reimbursement guidelines.

Project Description: This RFP is for to ensure that the City applies to the State and Federal government for all eligible disaster related costs. The term is for a three (3) year contract with two (2), one (1) year options to renewal.

NIGP Code: (918-81; 990-29; 990-30)

MWBE Goal: 24%


John J. Gillespie, Chief Procurement Officer

April 22, 2016

Date

TABLE OF CONTENTS

<u>PART I – GENERAL INFORMATION</u>	4
A. General Information	4
B. City of Houston Background	4
C. Solicitation Schedule	4
<u>PART II – SCOPE OF WORK / TECHNICAL SPECIFICATIONS</u>	5
A. Purpose	5
B. Key Personnel	9
C. Functionality, Vendor Support, and Training	9
D. Proposed Cost Fee	9
<u>PART III – EVALUATION AND SELECTION PROCESS</u>	9
A. Interviews/Oral Presentations/Demonstrations	9
B. Selection Process	10
C. Best and Final Offer	10
D. Evaluation Criteria	10
<u>PART IV – SUBMISSION OF PROPOSAL</u>	11
A. Instructions for Submission	11
B. Submission Requirements	12
<u>PART V – SPECIAL CONDITIONS</u>	13
A. No Contact Period	13
B. Equal Opportunity Employment	13
C. Minority and Woman Business Enterprises (MWBE)	14
D. Protests	14
<u>PART VI – INSTRUCTIONS TO PROPOSERS</u>	15
A. Pre-Proposal Conference	15
B. Additional Information and Specification Changes	15
C. Letter(s) of Clarification	15
D. Examination of Documents and Requirements	15
E. Exceptions to Terms and Conditions	15
F. Post-Proposal Discussions with Proposer(s)	16

<u>PART VII – REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL</u>	16
EXHIBIT I – OFFER AND SUBMITTAL, REFERENCES, PROPOSED SUBCONTRACTORS... ..	18
EXHIBIT I – OFFER AND SUBMITTAL... ..	19
EXHIBIT I – REFERENCES.....	20
EXHIBIT I – LIST OF SUBCONTRACTOR(S).....	21
EXHIBIT II – MINORITY/WOMEN BUSINESS ENTERPRISES CONTRACT REQUIREMENTS	22
EXHIBIT II – ATTACHMENT “A” SCHEDULE OF M/WBE PARTICIPATION.....	22
EXHIBIT II – ATTACHMENT “B”: OFFICE OF BUSINESS OPPORTUNITY AND CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT.....	24
EXHIBIT II – ATTACHMENT “C”: CERTIFIED M/WBE SUBCONTRACT TERMS	25
EXHIBIT II – ATTACHMENT “D”: OFFICE OF BUSINESS OPPORTUNITY AND CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT.....	26
EXHIBIT III – FAIR CAMPAIGN ORDINANCE	27
EXHIBIT III – FORM “A”: FAIR CAMPAIGN... ..	28
EXHIBIT IV – CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE.....	30
EXHIBIT IV: AFFIDAVIT OF OWNERSHIP OR CONTROL... ..	31
EXHIBIT V – ANTI-COLLUSION STATEMENT	34
EXHIBIT VI – CONFLICT OF INTEREST QUESTIONNAIRE.....	35

PART I – GENERAL INFORMATION

A. General Information

The City of Houston ("City") is currently seeking proposals from qualified Disaster Recovery firm(s)/consultant(s) related to disaster recovery and consulting services following a natural or man-made disaster in accordance with Federal reimbursement guidelines.

The City intends to enter into one or more agreements for disaster recovery and consulting services with the qualified Proposers to assist the City with the aforementioned initiative.

B. City of Houston Background

The mission of the City of Houston, Finance Department ("Finance"), following a disaster, is to determine the proper amount of claims to submit to the State and Federal government and other reimbursing agencies. The goal of this project is to ensure that the City applies to the State and Federal government for all eligible disaster related costs in a timely and efficient manner. In addition, the City seeks to ensure that Project Worksheets are developed appropriately, accurately, and timely filed with the relevant reimbursing agencies.

Finance coordinates and provides audit responses and supporting documents as required by funding agencies and their auditors. Moreover, Finance files appeals and engages in other efforts to retain funds or seek reimbursement. The City intends to enter into an agreement(s) for disaster recovery and consulting services with qualified Proposer(s) to assist with the aforementioned initiatives.

C. Solicitation Schedule

Listed below are the important dates for this Request for Proposal (RFP).

<u>EVENT</u>	<u>DATE</u>
Date of RFP Issued	April 22, 2016
Pre-Proposal Conference	April 28, 2016
Questions from Proposers Due to City	May 4, 2016
Proposals Due from Proposers	May 12, 2016
Notification of Intent to Award (<i>Estimated</i>)	August 1, 2016
Council Agenda Date (<i>Estimated</i>)	September 1, 2016
Contract Start Date (<i>Estimated</i>)	October 1, 2016

PART II – SCOPE OF WORK / TECHNICAL SPECIFICATIONS

A. Purpose

The City of Houston, Finance Department is seeking Proposals for disaster recovery and consulting services for one or more of the categories described below. Some of the categories will include, but may not be limited to:

Natural Events	Technological Events	Political Events
<ul style="list-style-type: none">➤ Flood and Tornado➤ Severe Storm/Wind Fog➤ Astronomical Event➤ Earthquake➤ Extreme Temperature➤ Disease Outbreak and Pandemic➤ Hurricane	<ul style="list-style-type: none">➤ Storm Water and Wastewater➤ Transportation, Energy and Water Infrastructure➤ Petroleum and Natural Gas Pipelines➤ Hazardous Material Release	<ul style="list-style-type: none">➤ Terrorism – Chemical<ul style="list-style-type: none">- Biological- Explosive- Nuclear-Radiological➤ Civil Disturbances

The scope of work under this solicitation includes items such as, but not limited to:

General program management of the process related to all response and recovery efforts such as; conducting research, providing expert advice, developing and reviewing of Project Worksheets, assisting with project applications and project eligibility identification.

Public Grant Administration services that includes: Strategic planning, cash flow management, financial analysis, developing and filing reports, data management.

Mobilization and Work Requirements: Within twenty-four (24) hours of receipt of a "Notice to Proceed" issued by Finance the selected Proposer shall have a representative present at a location specified by the City at no charge to the City. If the City issues a Notice to Proceed for a pending storm or disaster event, the Proposer shall have staff on-site in Houston, prepared to begin operations within forty-eight (48) hours of such notification.

- a) Every attempt shall be made to allocate invoiced/billed costs to a specific Project Worksheet (PW).
- b) All invoices/billing statements must be accompanied by a detailed project by project breakdown of service costs. The breakdown shall be specific and include applicable data, such as address of sites, detailed description of work (etc.).

Training and Development of City Employees: The selected proposer(s) may be required to develop and/or conduct training of City employees in various areas as deemed necessary.

Prior to commencing the services, Finance will issue a "Task Order" describing the services and deliverables required. The selected Consultant(s) shall provide a written proposal, including all information required on the task order. The task order will generally require the level of effort, the staff that will be assigned to the project, the timeline for completion, and a breakdown of the price/estimate for the services rendered.

The selected consultant(s) shall be responsible for providing all labor, services, materials and supervision necessary to perform the following basic and special services covered under each task order. All services shall be performed in accordance with the terms and conditions set forth

in the contract. Any special circumstances associated with the scope of services for a particular task order must be identified in the proposal.

The selected consultant(s) who shall qualify and have expertise in terms of relevant experience, qualifications and City policies and requirements such as "MWBEs" will be used to assist Finance complete various professional and consulting services work, grant program compliance, reviews and special projects as per any work plans developed by Finance.

Consultant must agree to comply with the grant agreement set forth in Grant Application and to always act in a manner to ensure that the City (COH) will be in compliance with the grant.

Specific services that may be requested include; but are not limited to:

- a) General program management of the disaster assistance processes related to all response and recovery efforts (i.e. State assistance, FEMA Public Assistance, hazard mitigation).
- b) Providing expert advice to City management on all aspects of the disaster recovery process.
- c) Providing consultants, experts and specialists that will assist the City with all response, recovery, and administrative tasks.
- d) Conducting research and providing briefings on the extent and limitations of State and Federal disaster recovery/relief programs.
- e) Assistance with ensuring that the City is compliant with all Federal and State regulations, rules, and policies related to disaster response, recovery, and program administration especially as it relates to applicable Code of Federal Regulations (i.e. 2 CFR § 200, 44 CFR § 200).
- f) Training and development of City personnel in all aspects of the tasks listed above and others as requested by the Director or his designee deemed necessary for the purpose of self-reliance and efficiency.

The City may also request assistance with compliance of State and Federal Public Assistance programs which includes tasks such as:

- a) Providing recommendations and troubleshooting on Public Assistance program issues and policy interpretation.
- b) Assistance with preplanning and preparedness activities, damage assessments, cost estimating, processing of project applications, project eligibility identification.
- c) Support with insurance management issues such as: reviewing insurance policies, creating short/long term recommendations regarding future handling of the insurance recovery process, meeting with insurance company representatives (as needed), negotiating a favorable settlement (with the City of Houston approval).

Public Assistance grant administration services include, but are not limited to:

- a) Strategic planning for maximizing reimbursements
- b) Long-term project and grant management
- c) Pre and post disaster financial documentation including cash flow management and cost-benefit analysis
- d) Identification of alternative sources of funding
- e) Assistance during the audit process
- f) Support during the appeal process
- g) Management and support during the grant closeout process

Assistance with managing grant funds which includes:

- Daily/Weekly/Monthly reconciliation of grant funds to ensure that funds are appropriately tracked and accounted

Related technology tools: The City may request assistance with the efficient storage and recall of data such as:

- 1) Assistance with storing data in a manner that provides efficient recall and review during the Project Worksheet development, grants management, and closeout/audit phases of the disaster recovery process
 - a) Information should be stored in a format that allows for easy access and extraction by relevant City personnel in the future.
- 2) Types of Deliverables: The deliverables(s) for each project shall specify in each task order. Deliverables may include, but are not limited to:
 - A. Project Worksheet development and/or review.
 - a. All Project Worksheets (PW) should be developed and or review PWs prepared by FEMA personnel for maximum allowable reimbursement in a manner which documents expenditures and processes that shall satisfy regulatory and compliance audits by various types of auditors (Federal, State-TDEM, City's external auditor, local) in the future.
 - B. Drafting memos, letters, and correspondence to internal and external parties related to any item relative to the work requested in each Task Order. This may include correspondence such as; but not limited to:
 - a. Project Worksheet.
 - b. Audit Findings Responses and Appeal Letters.
 - C. Development, preparation, and filing of various financial and other invoicing (Annual, Monthly) reports that are required by the various agencies for which the City has applied to for disaster recovery funding.
 - D. Development and preparation of ad-hoc analysis reports as requested by City management. Pre-and-post disaster financial documentation including, cash flow management and cost-benefit analysis reports. Development of Monthly Financial Operating Reports (revenue, expense) on all aspects of the disaster recovery process.
 - E. The contractor hourly billing rate will be based on a rate which includes all expenses for contactor and services and billing should be for the following activities:

Phase	Administrative Task	Administrative Activity Description	Indirect (I) / Direct (D)
Post Declaration Activities	Applicant Briefing	Activities related to attending and participating in the applicant's briefing for the overall	I
	RPA Submission and Processing	Activities related to the sub-grantee's submission of its Request for Public Assistance (RPA) for the overall program.	I
	Other Pre-Award Activity	Any other activities related to general pre-award activities, including identifying and producing eligibility and other critical documents.	I
Project Listing Development	Sub-Applicant Site Identification	Activities carried out to identify and generate a list of damaged sites for <i>one specific</i> project.	D
	Kick-Off Meeting	Activities related to attending and participating in the applicant kick-off meeting for the overall program.	I
	Immediate Needs	Activities to discuss the need for immediate funding and collect supporting documentation for <i>one specific</i> project.	D
	Preliminary Cost Estimate	Activities to refine the initial total damage cost estimate before the individual project worksheets are developed.	I
	Data Collection & Dissemination	Activities to collect damage data, invoices, estimates, and support documentation related to <i>one specific</i> project.	D
	Special Considerations	Activities carried out to evaluate the impact of hazard mitigation measures, insurance coverage, historic preservation, environmental impact, and flood risk for <i>one specific</i> site or project.	D
	Financial Compliance Reviews (PA)	Activities to review or support the compliance of the project with Public Assistance financial requirements for <i>one specific</i> project.	D
	Other Funding Anticipation	Activities to document funding, scope of work, and other impacts resulting from mitigation, alternate, improved, or other funding requests for <i>one specific</i> project.	D
	Site Visits	Activities related to visiting, surveying, and assessing sites for <i>one specific</i> project.	D
	Project Description Development	Activities related to developing the detailed site-specific damage description component of <i>one specific</i> project worksheet.	D
	Project Scope Development	Activities related to developing the scope of work component for <i>one specific</i> project	D
	Project Cost Estimation & Documentation	Activities related to estimating/quantifying project costs, collecting supporting documentation, and calculating allowable fringe rates for <i>one specific</i> project.	D
Project Formulation	Alternate Site Project Request (if warranted)	Activities to assemble and support requests from FEMA and the grantee related to an alternate project request for <i>one specific</i> project.	D
	Site Improvement Project Request (if warranted)	Activities to assemble and support requests from FEMA and the grantee related to an improved project request for <i>one specific</i> project.	D
	PW Writing	Activities attributed to directly producing or writing the project worksheet for <i>one specific</i> project.	D
	PW Review & Final Approval	Activities related to supporting the review of <i>one specific</i> project, including the final review and approval of the project worksheet by FEMA and the grantee.	D
	PW Exit Briefing	Activities related to participation in the exit briefing for the overall program.	I
	FEMA/Grantee Meetings & Responses	Activities related to attending, coordinating, and responding to correspondence and meeting requests from FEMA and grantee officials for the overall program and not specific to one project.	I
PW Processing	Program Funding Request Formulation	Activities related to organizing total loss for damaged sites into logical groups.	I
	PA Programmatic Compliance Reviews	Activities to review and/or support compliance with Public Assistance programmatic requirements.	I
	Eligibility Review	Actions carried out to support FEMA and the grantee's determination of the sub-applicant, facility, work, and cost eligibility for <i>one specific</i> project.	D
	Program Funding Request Documentation	Activities to reproduce documents and files for use in supporting the project worksheet's funding request for <i>one specific</i> project.	D
	Program Funding Request Processing	Activities to assemble, transmit, and process program funding documents to request disbursement of funds for <i>one specific</i> project.	D
	Additional FEMA/Grantee Documentation Requests	Activities related to collecting and processing document requests from FEMA and the grantee for <i>one specific</i> project.	D
	Alternate Projects Development (if warranted)	Activities related to justifying and developing an alternate project plan and/or additional activities directly related to <i>one specific</i> alternate project request.	D
	Improved Projects Development (if warranted)	Activities related to justifying and developing an alternate project plan and/or additional activities directly related to <i>one specific</i> improved project request.	D
PW Management & Close-Out	Project Payment Requests	Activities related to developing, requesting, transmitting, and processing documents to request all or portion of the allocated project award amount for <i>one specific</i> project.	D
	Project Cost Reconciliations	Activities to assist the grantee with assembling, transmitting, and developing final actual costs for grant closure related to <i>one specific</i> project.	D
	Project Inspection Request	Activities to respond to grant review, inspection, or closure document requests from the grantee for <i>one specific</i> project.	D

Evaluating/Estimating Cost Overruns	Activities to adjust or estimate cost over/under runs for the purpose of project closeout for <i>one specific</i> project.	D
Preparing PW Versions for Cost	Activities to support the development of a new version of the current project worksheet for the purpose of adjusting the project amount for <i>one specific</i> project.	D
Other Program management/Close-out Activities	Activities related to the close-out process of a <i>one specific</i> project worksheet.	D

B. Key Personnel

The Proposer shall identify the key personnel that will be committed to the project. The City reserves the right to reject any key personnel proposed if it is determined to be in the City's best interest. All key personnel must be committed to the project at the appropriate time level. Proposer understands that the qualifications and experience of key personnel proposed will be factored into the evaluation process; therefore, key personnel must not be replaced without the approval of the City. Any approved substitutions must be with personnel of equal or better qualifications. In addition, any other commitments must not conflict with the level of commitment proposed for this project.

C. Functionality, Vendor Support, and Training

Training and development of City personnel in all aspects of the tasks listed above and others as requested by Finance deemed necessary for the purpose of self-reliance and efficiency.

D. Cost Fee

The City will consider the Cost Fee in the selection process.

PART III – EVALUATION AND SELECTION PROCESS

An evaluation committee will evaluate responsive proposals in accordance with the evaluation criteria listed below. Upon completion of the evaluation, the committee may develop a short list of Proposer(s) meeting the technical competence requirements. Price proposals of those shortlisted will be evaluated once they are identified by the evaluation committee. The shortlisted Proposer(s) may be scheduled for a structured oral presentation, demonstration and/or interview. Such presentations will be at no cost to the City of Houston. At the end of the oral presentation, demonstration and/or interview, the evaluation of the shortlisted Proposer(s) will be completed. However, the evaluation committee reserves the right to issue letter(s) of clarification when deemed necessary to any or all Proposer(s). The oral presentations, demonstrations and/or interviews may be recorded and/or videotaped.

A. Interviews/Oral Presentations/Demonstrations

The City reserves the right to request and require that each Proposer provide a final presentation of its proposal at a scheduled date and time. No Proposer is entitled to this opportunity, and no proposer will be entitled to attend presentations of any other Proposer. The purpose of the presentations is to inform the work of the evaluation committee. If necessary, Proposers may be required to make more than one presentation or demonstration.

The City may provide to Proposers samples of documents for the purpose of preparing a demonstration. The goal of such documents is to enable the City to get a better idea regarding how the proposed system will handle the City's requirements and enable the Proposer to prepare a more targeted presentation.

B. Selection Process

Upon review of all information provided by shortlisted proposers, the evaluation committee will make a recommendation for selection to City officials. The City reserves the right to check references on any projects performed by the proposer whether provided by the proposer or known by the City. Selected proposal(s) will be submitted for approval by the appropriate City officials. The City of Houston intends to select proposal(s) that best meets the needs of the City and provides the overall best value. Upon approval of the selected proposal(s), a contract will be executed by the appropriate City officials.

C. Best and Final Offer

The City reserves the right to request a Best and Final Offer from finalist Proposer(s), if it deems such an approach necessary. In general, the Best and Final Offer would consist of updated costs as well as answers to specific questions that were identified during the evaluation of Proposals.

If City chooses to invoke this option, Proposals would be re-evaluated by incorporating the information requested in the Best and Final Offer document, including costs, and answers to specific questions presented in the document. The specific format for the Best and Final Offer would be determined during evaluation discussions. Turnaround time for responding to a Best and Final Offers document is usually brief (i.e., five (5) business days).

D. Evaluation Criteria

1. Responsiveness of Proposal

Proposers shall be responsive to all material requirements that will enable the evaluation committee to evaluate proposals in accordance with the evaluation criteria so as to make a recommendation to City officials.

2. Technical Competence

Extent to which proposed solution meet the needs of the City including but not limited to the desired features, training and ease of use, as expressed in this RFP.

- a. Professional Qualifications and specialized experience of the Proposer to successfully achieve and perform the services as evidenced by experience on proposal of similar projects and scope of magnitude.
- b. Professional Qualifications and specialized experience of Respondent's Team Personnel and other key personnel.
- c. Quality of the overall experience of the Proposer in complex large organization, preferably in a large public agency, as evidence including understanding of performing task aligned under technical requirements, sound methodology, and understanding of the services required in this proposal.
- d. Quality, comprehensiveness and adequacy of proposed work plan including ability to meet services requirements and capacity to perform.
- e. Financial stability of the Proposer to successfully undertake the project and the ability to ensure performance over the duration of the contract, as evidenced by copies of its audited financial statements for the past two (2) years. **(Pass / Fail)**
- f. Quality of proposed M/WBE Participation aligned with the project scope. **(Pass / Fail)**

3. Proposal Cost Fee

Reasonableness of the overall price. (Complete the enclosed Proposal Cost-Fee Form. (Attachment 1), note qualification and hourly rates of personnel should be included on this form).

PART IV – SUBMISSION OF PROPOSAL

A. Instructions for Submission

1. Number of Copies. Please submit **eight (8)** copies of the Proposal, including **one (1)** printed original signed in BLUE ink, and additional eight (8) electronic thumb drives are to be submitted in a sealed envelope bearing the assigned Solicitation Number, located on the first page of the RFP document to:

City Secretary's Office
City Hall Annex, Public Level
900 Bagby Street
Houston, Texas 77002

The City of Houston shall bear no responsibility for submitting responses on behalf of any Proposer. Proposer(s) may submit their Proposal to the City Secretary's Office any time prior to the stated deadline.

2. Time for submission. Proposals shall be submitted no later than the date and time indicated for submission in this RFP. Late submittals will not be considered and will be returned unopened.
3. Format. Proposal should be left-bound with information on both sides of the page when appropriate. Material should be organized following the order of the submission requirements separated by labeled tabs. Expensive paper and bindings are discouraged since no materials will be returned.
4. Complete submission. Proposers are advised to carefully review all the requirements and submit all documents and information as indicated in this RFP. Incomplete proposals may lead to a proposal being deemed non responsive. Non-responsive proposals will not be considered.
5. Packaging and Labeling. The outside wrapping/envelope shall clearly indicate the RFP Title and date and time for submission. It shall also indicate the name of the proposer. The requirements shall be included with the Technical Proposal.
6. Timely delivery of Proposals. The Proposal, including the Technical Proposal, the Cost Fee and signed Contract, must be delivered by hand or sent to the City of Houston, Chief Procurement Officer through U.S. Mail or other available courier services to the address shown on the cover sheet of this RFP. Include the RFP number on any package delivered or sent to the Chief Procurement Officer and on any correspondence related to the Proposal. If using an express delivery service, the package must be delivered to the designated building. Packages delivered by express mail services to other locations might not be re-delivered in time to be considered.
7. Late Proposals. The proposer remains responsible for ensuring that its Proposal is received at the time, date, place, and office specified. The City assumes no responsibility for any Proposal not so received, regardless of whether the delay is caused by the U.S. Postal Service, the courier delivery service, or some other act or circumstance.

B. Submission Requirements

1. Cover letter. The cover letter shall be signed by an authorized representative of the Proposer. The letter should indicate the Proposer's commitment to provide the services proposed. Also, the cover letter shall identify the members of the team that comprise the Proposer. Indicate the organizational relationship of the team members.

2. Executive Summary. The executive summary should include a brief overview of the Proposer's understanding of Disaster Recovery and the key personnel who will be responsible for the services to be provided. Also, it shall identify the members of the team that comprise the Proposer. **Indicate the organizational relationship of the team members and include an organization chart for the project.**

3. Proposed Plan of Action. Provide a detailed proposed plan of action, maximum of 5-7 pages indicating how all requirements will be met. Submit a matrix summarizing how each of the requirements will be met and indicating the resources that the City must commit to.

- a. Training. The proposed method for training plan (online, onsite, train the trainer, instructor, etc.) Include the number of training hours proposed.
- b. Provide your overall project plan addressing the detailed scope requirements and the deliverables outline.

4. Qualifications of the Proposer. Include a brief description of the organization's track record, including history, number of employees, number of years in business, and a list of projects relevant to this RFP. Provide a list of seven (7) references where similar in scope and complexity of work was performed. Description shall at a minimum include: **detailed** description of the scope of services, dollar value of contract, client contact information, and name of key personnel. Include the name of the contact person, name of the organization, dollar value of the project, address, telephone number and email address.

- a. Provide a list of locations and knowledge of past or current work experiences in Houston, or neighboring communities, and examples of other useful information regarding the proposer's geographical coverage and capabilities.
- b. Provide the detailed description of capabilities (Disaster Recovery Management Tools) related to the storage and manipulation of data and files that will be used for recordkeeping and reporting purposes throughout the lifecycle of a long term disaster recovery project.

5. Qualifications of Key Personnel: Provide chronological resumes of the key personnel that will be assigned to the project. Please provide at least three (3) references of projects where key personnel performed in a similar role as that proposed for this project.

- a. Provide education, training, experience of key personnel whom will be responsible for full-time delivery of the services/project.
- b. Provide copies of key personnel certifications and/or licenses. (PE for technical damage assessments wastewater treatment plant, Geo-environmental certification, etc.)
- c. Provide a chronological resume for each of the key personnel proposed. In addition, provide the time commitment for each key personnel indicating the level of commitment to other projects if any, include copy of any relevant certifications.

6. M/WBE Participation: Proposer shall identify the M/WBE participation level and the role that each M/WBE firm will have in the project implementation. Since M/WBEs proposed are considered part of the team, the Proposer shall include all relevant information necessary to effectively perform the evaluation of the proposal as it relates to the submission requirements listed in this section. **(Pass / Fail)**

7. Financial Stability. Provide the audited financial statements or Federal Tax Forms Filed to the Internal Revenue Service (IRS) for the past two fiscal years. At a minimum, include the letter of opinion, balance sheet, schedules, and related auditor's notes. **(Pass / Fail)**
8. Exceptions to Standard Contract. Submit any exceptions to the standard contract and include the rationale for taking the exception. Provide rationale for objections to the Article. Such exceptions will be considered when evaluating the Proposer's response to this RFP. If you are proposing alternate language, please include the language for consideration. Also, attach license and maintenance agreement(s), as appropriate.
9. Legal Actions. Provide a list of any pending litigation and include a brief description of the reason for legal action.
10. Conflict of Interest. Provide information regarding any real or potential conflict of interest. Failure to address any potential conflict of interest upfront may be cause for rejection of the proposal.
11. Other. Submit any information the Proposer deems pertinent to demonstrating its qualifications to perform the services being requested such as memberships in any professional associations, documents, examples, and others.
12. Forms and Certifications: Complete all forms and certifications attached, as appropriate.
13. Proposal Cost Fee Form: Please submit cost fee proposal with the level of detail provided in Proposal Cost Fee Form. (Attachment 1)

Part V – SPECIAL CONDITIONS

A. No Contact Period

Neither Proposer(s) nor any person acting on Proposer(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from bidder's formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither Proposers(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

B. Equal Opportunity Employment

The City of Houston Ordinance Section 15-17 establishes Equal Employment Opportunity Contract Compliance requirements for all City of Houston contracts involving the expenditure of Fifty Thousand Dollars (\$50,000) or more. Any contract for professional services that results from this RFP will provide that the failure to carry out the requirements set forth in the City of Houston Equal

Employment Opportunity Program shall constitute a breach of contract and may result in termination of the agreement or contract. In addition, the City may take any such additional remedy as deemed appropriate.

C. Minority and Woman Business Enterprises (MWBE)

Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least the value stated in this Agreement to MWBE's. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity (OBO) and will comply with them.

D. Protests

1. An interested party may file a protest on the basis that the City has failed to comply with applicable federal or state law or with City ordinances. The subject of the protest shall be limited to fraud, corruption, or illegal acts undermining the objectivity and integrity of the procurement process. A protest must be filed in accordance with the timing requirements set forth herein and must include:
 - a. The name, address, telephone number and email address of the protestor;
 - b. The number of the solicitation;
 - c. Information confirming that the protestor is an interested party;
 - d. A written statement of the grounds for the protest and the law, ordinance, or policy alleged to have been violated. The statement should be accompanied by relevant supporting documentation and the relief requested.
 - e. The signature of the protestor.

Protests shall be submitted to:
Chief Procurement Officer
City of Houston
901 Bagby, B300
Houston, TX 77002

2. The City recognizes three (3) types of protests:
 - A. Protests regarding solicitation (Pre-Submission Protest)
 - a. Any Pre-Submission protest regarding a solicitation published by the City shall be filed no later than five (5) days before the opening of bids (if a competitive bid) or due date for submittals or proposals (if an RFP/Rfq), as appropriate.
 - B. Protests regarding the evaluation of rejection of bids, qualifications, or proposals (Pre-Award Protest)
 - a. Any protest regarding the evaluation of bids, qualifications, or proposals by the City must be filed no later than five (5) business days prior to the City Council meeting at which the award appears on the agenda.
 - C. Protests made after City Council's decision to award a contract (Post-Award Protest)
 - a. Any protest regarding the award of a contract must be submitted no later than five (5) calendar days after the date of award.
 - D. Any protest received after the applicable deadline will not be considered.

PART VI – INSTRUCTIONS TO PROPOSERS

A. Pre-Proposal Conference

A Pre-Proposal Conference will be held at the date, time, and location as indicated on the first page of the RFP document. Interested Proposer(s) should plan to attend. It will be assumed that potential Proposer(s) attending this meeting have reviewed the RFP in detail, and are prepared to bring up any substantive questions not already addressed by the City.

B. Additional Information and Specification Changes

Requests for additional information and questions should be addressed to the Finance Department, Strategic Procurement Division, Senior Procurement Specialist, (Henry Lowery), telephone: (832)393-9131, fax: 832.393. 8759, or e-mail (preferred method to): henry.lowery@houstontx.gov no later than 2:00 PM CST May 4, 2016. The City of Houston shall provide written responses to all questions received in writing before the submittal deadline. Questions received from all Proposer(s) shall be answered and sent to all Proposer(s) who are listed as having obtained the RFP. Proposer(s) shall be notified in writing of any changes in the specifications contained in this RFP.

C. Letter(s) of Clarification

1. All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or in this RFP should be used in preparing Proposal responses.
2. The City does not assume responsibility for the receipt of any Letters of Clarification sent to Proposer(s).

D. Examination of Documents and Requirements

1. Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.
2. Before submitting a Proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from obligation to comply, in every detail, with all provisions and requirements of the RFP.

E. Exceptions to Terms and Conditions

1. All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Proposer clearly cites the specific paragraphs within the RFP where the Exceptions occur. Any Exceptions not included in such a section shall be without force and effect in any resulting contract unless such Exception is specifically referenced by the Chief Procurement Officer, City Attorney, Director(s) or designee in a written statement. The Proposer's preprinted or standard terms will not be considered by the City as a part of any resulting contract.
2. All Exceptions that are contained in the Proposal may negatively affect the City's Proposal evaluation based on the evaluation criteria as stated in the RFP, or result in possible rejection of Proposal.

F. Post-Proposal Discussions with Proposer(s)

It is the City's intent to commence final negotiation with the Proposer(s) deemed most advantageous to the City. The City reserves the right to conduct post-Proposal discussions with any Proposer(s).

PART VII – REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL

- A. Offer and Submittal, List of References and List of Proposed Subcontractors (Exhibit I)
- B. Signed M/WBE Forms: Attachment "A" Schedule of M/WBE Participation, Attachment "B", Notice of Intent, Attachment "C", Certified M/WBE Subcontract Terms, Attachment "D" Office of Business Opportunity and Contract Compliance M/WBE Utilization Report (Exhibit II)
- C. Fair Campaign Ordinance Form "A" (Exhibit III)
- D. Affidavit of Ownership or Control (Exhibit IV)
- E. Anti-Collusion Statement (Exhibit V)
- F. Conflict of Interest Questionnaire (Exhibit VI)

PART IX – REQUIRED FORMS TO BE SUBMITTED BY AWARDED VENDOR ONLY

Required forms shall be supplied to the vendor after award.

- A. Insurance Requirements and Sample Insurance Certificate (Exhibit VII)
- B. Drug Compliance Agreement Attachment "A", Drug Policy Compliance Declaration Attachment "B" and Contractor's Certification of No Safety Impact Positions Attachment "C" and "D" (Exhibit VIII)
- C. City Contractors' Pay or Play Acknowledgement Form and Pay or Play Certificate Agreement, Play or Pay Program Acknowledgment Form "1" (Exhibit IX)
- D. ~~Hire Houston First Affidavit (Download Copy at <http://www.houstontx.gov/obo/hirehoustonfirst.html> and submit to Office of Business Opportunity, Houston Business Solutions Center via e-mail to houstonbse@houstontx.gov or fax to 832-393-0650 or submit copy with proposal.~~
- E. Requested Information Outlined in the Scope of Work and Other Additional Relevant/Supporting Information or Alternate Proposals.

Proposal Cost-Fee Form

Labor Category/Title	Qualification (Yrs. of Experience)	Hourly Rate
Project Executive/Principal		\$
Subject Expert		\$
Project Manager		\$
Assistant Project Manager		\$
Grant Manager		\$
Senior Engineer/Scientist		\$
Mid-Level Engineer/Scientist		\$
Engineer/Scientist		\$
Senior Accounting Specialist		\$
Accounting Specialist		\$
Senior Closeout Specialist		\$
Closeout Specialist		\$
Senior Cost Estimator		\$
Cost Estimator		\$
PA Consultant IV		\$
PA Consultant III		\$
PA Consultant II		\$
PA Consultant I		\$
Administrative		\$

EXHIBIT I
OFFER AND SUBMITTAL, REFERENCES, PROPOSED SUBCONTRACTORS

PAGE INTENTIONALLY LEFT BLANK

**EXHIBIT I
OFFER AND SUBMITTAL**

NOTE: PROPOSAL MUST BE SIGNED AND NOTARIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

"THE RESPONDENT WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE CITY SHALL HAVE THE RIGHT TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

(Print or Type Name of Contractor – Full Company Name)

City of Houston Vendor No. (If already doing business with City):

Federal Identification Number:

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

Address of Contractor: _____
Street Address or P.O. Box

City – State – Zip Code

Telephone No. of Contractor: (____) _____

Signature, Name and title of Affiant: _____

(Notary Public in and for) _____ County, Texas

My Commission Expires: _____ day of _____ 20_____

**EXHIBIT I
REFERENCES
LIST OF PREVIOUS CUSTOMERS**

1. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Email: _____
System Description: _____

2. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Email: _____
System Description: _____

3. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Email: _____
System Description: _____

4. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Email: _____
System Description: _____

EXHIBIT I
LIST OF SUBCONTRACTOR(S)

The following is a list of Subcontractors we propose to engage on the following items of Work. Any item of Work which does not designate a Subcontractor will be done by the firm submitting the Proposal.

[illegible]

EXHIBIT II
ATTACHMENT "A"
SCHEDULE OF M/WBE PARTICIPATION

DATE OF REPORT: _____

BID NO.: _____

FORMAL BID TITLE: _____

NAME OF MINORITY/WOMEN SUBCONTRACTOR	OFFICE OF BUSINESS OPPORTUNITY CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE NO.	SCOPE OF WORK	AGREED PRICE
TOTAL.....					\$ _____
M/WBE PARTICIPATION AMOUNT.....					\$ _____ %
TOTAL BID AMOUNT.....					\$ _____

IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY'S MWBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH THE OFFICE OF BUSINESS OPPORTUNITY AT (713) 837-9000).
THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBCONTRACTORS AND SUPPLIERS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY.
NOTE: ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE OFFICE OF BUSINESS OPPORTUNITY. THIS SCHEDULE OF MWBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.

BIDDER COMPANY NAME

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

NAME (TYPE OR PRINT)

TITLE

**EXHIBIT II
ATTACHMENT "B"
OFFICE OF BUSINESS OPPORTUNITY AND
CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT**

NOTICE OF INTENT

THIS AGREEMENT IS SUBJECT TO MEDIATION AND CAN BE INITIATED BY THE COMPANIES SIGNED BELOW OR THE OFFICE OF BUSINESS OPPORTUNITY.

To: City of Houston
Administering Department

Date: _____

Project Name and Number _____

Bid Amount: _____ M/W/SBE Goal: _____

_____, agrees to enter into a contractual agreement with
Prime Contractor

_____, who will provide the following goods/services in connection
MWSBE Subcontractor

with the above-referenced contract:

for an estimated amount of \$ _____ or _____ % of the total contract value.

_____ is currently certified with the City of Houston's Office of Business
(M/W/SBE Subcontractor) Opportunity to function in the aforementioned capacity.

_____ Intend to
Prime Contractor M/W/SBE Subcontractor

work on the above-named contract in accordance with the M/W/DBE Participation Section of the City of Houston Bid Provisions, contingent upon award of the contract to the aforementioned Prime Contractor.

Signed (Prime Contactor)

Signed (M/W/SBE Subcontractor)

Printed Signature

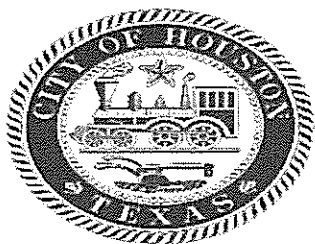
Printed Signature

Title

Date

Title

Date



Attachment “ ”

CITY OF HOUSTON CERTIFIED MWSBE SUBCONTRACTING AGREEMENT TERMS

Contractor shall ensure that all subcontracting agreements with MWSBE Subcontractors and suppliers contain the following terms:

1. _____(MWSBE Subcontractor/Supplier) shall not delegate or subcontract more than 50% of the work under this subcontracting agreement to any other Subcontractor or supplier without the express written consent of the City of Houston's Office of Business Opportunity.
2. _____(MWSBE Subcontractor/Supplier) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the Subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontracting agreement. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action or the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontracting agreement, Contractor (prime contractor) and Subcontractor shall designate in writing to the Office of Business Opportunity an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

These provisions apply to goal-oriented and regulated contracts as defined in City Code of Ordinances, Chapter 15, Article 5.

The MWSBE policy of the City of Houston will be discussed during the pre-proposal conference. For information, assistance, and/or to receive a copy of the City's Office of Business Opportunity policies and/or governing ordinance, contact the Office of Business Opportunity Division at 832.393.0600, 611 Walker Street, 7th Floor, Houston, Texas 77002.

EXHIBIT II
ATTACHMENT "D"
OFFICE OF BUSINESS OPPORTUNITY AND
CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT

Report Period: _____

PROJECT NAME & NUMBER: _____

AWARD DATE: _____

PRIME CONTRACTOR: _____

CONTRACT NO.: _____

ADDRESS: _____

CONTRACT AMOUNT: _____

LIAISON/PHONE NO.: _____

M/WBE GOAL: _____

M/WBE SUB/VENDOR NAME	DATE OF OBO CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE
Use additional pages if needed. Submit by the 15th day of the following month. Provide support documentation on all revenues paid to end of the report period to: M/WBE's to reflect up/down variances on Contract amount.				Office of Business Opportunity ATTN: Carlecia Wright 713-837-9000 611 Walker, 7 th Floor Houston, Texas 77002		

EXHIBIT III
FAIR CAMPAIGN ORDINANCE

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Candidates for city office may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run-off elections if such candidate is on the ballot.

Further, it shall be unlawful either for any person who submits a Bid or Proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for Proposal basis, competitive Proposal basis or formal sealed competitive Bids. The term **Contractor** includes proprietors of proprietorships, partners having an equity interest of 10% or more of partnerships, (including limited liability partnerships and companies), all officers and directors of corporations (including limited liability corporations), and all holders of 10% or more of the outstanding shares of corporations.

A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT.

Completion of the attached form entitled "**Contractor Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

**EXHIBIT III
FORM "A": FAIR CAMPAIGN**

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term "Contractor" Includes proprietors of proprietorships, partners or joint venture's having an equity interest of 10 percent or more for the partnership or Joint venture, and officers, directors and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the names and business addresses of each of those persons will be required to be submitted with each Bid or Proposal for a City Contract. See Chapter 18 of the Code of Ordinances, Houston, Texas, for further information.

This list is submitted under the Provisions of Section 18-36(b) of the Code of Ordinances, Houston, Texas, in connection with the attached Proposal, submission or bid of:

Firm or Company Name: _____

Firm or Company Address: _____

The firm/company is organized as a (Check one as applicable) and attach additional pages if needed to supply the required names and addresses:

☐ **SOLE PROPRIETORSHIP**

Name _____	_____
Proprietor	Address

☐ **A PARTNERSHIP**

List each partner having equity interest of 10% or more of partnership (if none state "none"):

Name _____	_____
Partner	Address

Name _____	_____
Partner	Address

☐ **A CORPORATION**

List all directors of the corporation (if none state "none"):

Name _____	_____
Director	Address

Name _____	_____
Director	Address

Name _____	_____
Director	Address

List all officers of the corporation (if none state "none"):

Name_____	_____
Officer	Address

Name_____	_____
Officer	Address

Name_____	_____
Officer	Address

List all individuals owning 10% or more of outstanding shares of stock of the corporation (if none state "none"):

Name_____	_____
	Address

Name_____	_____
	Address

Name_____	_____
	Address

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

Preparer

Printed Name

Title

Note: This list constitutes a **government record** as defined by § 37.01 of the Texas Penal Code.

8/23/01

**EXHIBIT IV:
CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE**

City Council requires knowledge of the identities of the owners of entities seeking to Contract with the City in order to review their indebtedness to the City prior to entering Contracts. Therefore, all respondents to this Invitation to Bid must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Contracting entity means a sole proprietorship, corporation, non-profit corporation, partnership, joint venture, limited liability company, or other entity that seeks to enter into a contract requiring approval by the Council but excluding governmental entities.

A contracting entity must submit at the time of its Bid or Proposal, an affidavit listing the full names and the business and residence addresses of all persons owning five percent or more of a contracting entity or, where a contracting entity is a non-profit corporation, the full names and the business and residence addresses of all officers of the non-profit corporation.

Completion of the **"Affidavit of Ownership or Control,"** included herein, and submitted with the Official Bid or Proposal Form will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

**EXHIBIT IV:
AFFIDAVIT OF OWNERSHIP OR CONTROL**

ORIG. DEPT.: _____

FILE/I.D. NO.: _____

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF _____ §

§

AFFIDAVIT OF OWNERSHIP OR CONTROL

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared

_____ [FULL NAME] (hereafter "Affiant"),

_____ [STATE TITLE/CAPACITY WITH CONTRACTING ENTITY] of

_____ [CONTRACTING ENTITY'S

CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with _____ [DESCRIBE PROJECT OR MATTER] which is expected to be in an amount that exceeds \$50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:

NON-PROFIT ENTITY:

☐ SOLE PROPRIETORSHIP

☐ NON-PROFIT CORPORATION

☐ CORPORATION

☐ UNINCORPORATED ASSOCIATION

☐ PARTNERSHIP

☐ LIMITED PARTNERSHIP

☐ JOINT VENTURE

☐ LIMITED LIABILITY COMPANY

☐ OTHER (Specify type in space below)

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer, *i.e.*, president, vice-president, secretary, treasurer, etc. **[NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]**

Contracting Entity

Name: _____

Business Address **[NO./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[NO./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____

5% Owner(s) or More (IF NONE, STATE "NONE.")

Name: _____

Business Address **[NO./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[NO./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____

6. *Optional Information*

Contracting Entity and/or _____ [NAME OF OWNER OR NON-PROFIT OFFICER] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ [CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER] as follows:

Name of Debtor: _____
Tax Account Nos. _____
Case or File Nos. _____
Attorney/Agent Name _____
Attorney/Agent Phone No. (____) _____
Tax Years _____

Status of Appeal [DESCRIBE] _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

(Seal)

Notary Public _____

NOTE:
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

**EXHIBIT V
ANTI-COLLUSION STATEMENT**

Anti-Collusion Statement

The undersigned, as Proposer, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

Date

Proposer Signature

EXHIBIT VI
CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE:

Chapter 176.006 of the Local Government Code ("the code") requires a Vendor/Contractor to file a Conflict of Interest Questionnaire (CIQ) with the City.

NOTE: Vendors/Contractors or Agents should **not** complete the CIQ if a conflict, as described below, **does not exist. Only Vendors/Contractors or Agents that actually have a conflict, as described below, must file a CIQ.**

Who must file a CIQ?

A Vendor/Contractor or Agent of a Vendor/Contractor does not have to file a CIQ unless they intend to enter or is considering entering into a contract with the City or:

1. has an employment or other business relationship with the Local Government Officer/Family Member; or
2. has given the Local Government Officer/Family Member one or more gifts with the aggregate value exceeding \$250.00.

When must the Vendor/Contractor or Agent file a CIQ?

The completed CIQ must be filed with the City Chief Procurement Officer not later than the 7th business day after the date the Vendor/Contractor or Agent:

1. begins discussions or negotiations to enter into a contract with the City;
2. submits an application to the City in response to a request for proposals or bids, correspondence, or any other writing related to a potential contract with the City;
3. becomes aware of an employment or other business relations with the Local Government Officer/Family Member;
4. becomes aware that he/she has given one or more gifts to the Local Government Officer/Family Member that exceeds \$250.00; or
5. an event that would make the CIQ incomplete or inaccurate.

What is a business relationship?

Under Chapter 176, business relationship means a connection between two or more parties based on the commercial activity of one of the parties. The term does not include:

1. a transaction that is subject to a rate or fee regulation by a governmental entity;
2. a transaction conducted at a price and subject to terms available to the public; or
3. a purchase or lease of goods or services from a person who is chartered by a state or federal agency and is subject to regular examination and reporting to that agency.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission's website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

The Original Conflict of Interest Questionnaire shall be filed with the Administration and Regulatory Affairs Department's Record Administration (Lourdes Coss, City Chief Procurement Officer, 901 Bagby, Concourse Level, Houston, Texas 77002). Vendors and Contractors required to file shall include a copy of the form as part of the BID/Proposal package. **Any questions about filling out this form should be directed to your attorney.**

**EXHIBIT VI
CONFLICT OF INTEREST QUESTIONNAIRE**

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		OFFICE USE ONLY
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<p>Date Received</p>
1	Name of person who has a business relationship with local governmental entity.	
2	<div style="display: flex; align-items: flex-start;"><div style="margin-right: 10px;"><input type="checkbox"/></div><div><p>Check this box if you are filing an update to a previously filed questionnaire.</p><p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p></div></div>	
3	<p>Name of local government officer with whom filer has employment or business relationship.</p> <div style="text-align: center; margin: 10px 0;"><hr style="width: 60%; margin: 0;"/><p>Name of Officer</p></div> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <div style="display: flex; justify-content: space-around; margin: 5px 0;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin: 5px 0;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <div style="display: flex; justify-content: space-around; margin: 5px 0;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
4	<div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 60%;"><hr style="width: 80%; margin: 0;"/><p>Signature of person doing business with the governmental entity</p></div><div style="width: 35%;"><hr style="width: 80%; margin: 0;"/><p>Date</p></div></div>	

Adopted 06/29/2007